

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

EVA MITCHELL,

Plaintiff,

v.

BAYLOR UNIVERSITY.

Defendant.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

Case No. 22-CV-00195-ADA

DECLARATION OF KENNETH BOYD

STATE OF TEXAS

§  
§  
§

COUNTY OF MCLENNAN

My name is Kenneth Boyd. I am over the age of 21 years and am, in all things, qualified to make this declaration. I am the Senior Associate Athletic Director for Student-Athlete Health and Wellness, and I am an authorized representative of Baylor University.

I am the Custodian of Records of Baylor University with respect to student-athlete health and wellness issues, and I am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached herein are 8 pages of records kept by Baylor University concerning Eva Mitchell. These records are the original records or exact duplicates of the original records. The records were made at or near the time of the act, event, condition, or opinion recorded. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make and keep the records.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and within my personal knowledge.

Further, affiant sayeth naught.



A handwritten signature in blue ink, appearing to read "Kenneth Boyd", written over a horizontal line.

AFFIANT



**Baylor Athletics Healthcare**  
**2019-2020 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,**  
**AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")**

BY ITS NATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO CATASTROPHIC, INCLUDING, BUT NOT LIMITED TO, PERMANENT PARALYSIS, BONE OR JOINT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and training do not guarantee that I will not be injured. I understand that participants can and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities for which I have not been trained, or for which I do not feel qualified to perform.

Furthermore, if I am currently taking dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heat stroke, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other athletes or teams.

Fully understanding all of this, I am voluntarily choosing to participate in Intercollegiate Athletics at Baylor University. In consideration for being permitted to participate in Baylor University Intercollegiate Athletics, I, for myself, and my respective heirs, personal representatives, and assigns, agree as follows:

**Assumption of Risks:**

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers; that I am qualified, in good health, and in proper physical condition to participate therein, and know of no reason I cannot or should not so participate; and that, except as expressly set forth herein, I knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in Baylor University Intercollegiate Athletics.

**Release and Waiver of Liability:**

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University, and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and / or property loss that may be sustained by me while participating in athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable. I and my respective heirs, personal representatives, and assigns, promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding arising out of my participation in Baylor University Intercollegiate Athletics.

(continued)

**Indemnification and Hold Harmless:**

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all liability for all claims, actions, suits, procedures, damages, demands, losses, and costs, including, but not limited to, attorneys' fees, arising from, or in any way related to, any personal injury, even injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in Baylor University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASEES. Furthermore, and subject to this section, I hereby waive any and all right of recovery, claims, actions or cause of action against the Releasees for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin and covenants that no insurers shall hold any right of subrogation against the Releasees. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.

**Jurisdiction and Venue.** It is my express intent that this Agreement and all associated claims and / or causes of action shall be governed by the laws of the State of Texas with venue in McLellan County, Texas.

**Severability.** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Entire Agreement.** I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings, agreements, contracts, obligations or representations by Baylor University. No amendment to, or revocation of, this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor Athletics Healthcare.

**Acknowledgment of Understanding.** I have read this Agreement in its entirety and have had the opportunity to ask questions about the same. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

I HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENTS.

  
Student-Athlete Signature

7-5-19  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date



Baylor Athletics Healthcare

## 2019-2019 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,

### AND INDEFINITE AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS NATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SERIOUS, INCLUDING, BUT NOT LIMITED TO, PERMANENT PARALYSIS, JOINT OR JOINT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include post-exercise death, participation in activities may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and coaching cannot guarantee that I will not be injured. I understand that participants bear and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all regarding equipment), inspect all equipment before each use, and avoid activities for which I have not been trained or for which I do not feel qualified to perform.

Furthermore, I am currently using dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications. I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart attack, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other athletes or teams.

Fully understanding all of this, I am voluntarily choosing to participate in intercollegiate Athletics at Baylor University, in consideration for being permitted to participate in Baylor University intercollegiate Athletics. I, my coach and my respective staff, parents, representatives, and assigns, agree to follow:

#### Assumption of Risk

I hereby acknowledge and agree that I understand the nature of intercollegiate Athletics and associated risks and dangers, that I am qualified in good health, and in proper physical condition to participate herein, and know of no reason I should or should not so participate and that, except as expressly set forth herein, knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in Baylor University intercollegiate Athletics.

#### Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University, and its Regents, officers, employees, and agents ("Releasees") from any and all liability, claims, demands, or injuries (including death), and for any property loss that may be sustained by me while participating in Athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable, and my respective staff, personal representatives, and assigns, promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to seek either to institute any such claims or proceeding, or consent to be a claimant in any action or proceeding, against any Releasee arising out of my participation in Baylor University intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class, collective, representative, multiple party, or similar proceeding arising out of my participation in Baylor University intercollegiate Athletics.

(continued)

#### Indemnification and Hold Harmless

I hereby agree to INDEFINITELY DEFEND AND HOLD the Releasees HARMLESS from any and all liability for all claims, actions, suits, proceedings, damages, demands, losses, and costs, including, but not limited to, attorneys' fees, arising from, or in any way related to, any personal injury, over injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in Baylor University intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. THE FOLLOWING COVENANT IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASEES. Furthermore, and subject to this section, I hereby warrant any and all third parties, including, but not limited to, the Releasees for any loss or damage which is incurred by me or my estate, heirs, assigns, or

under to be insured against), regardless of cause of origin and covenants that no insured shall hold any right of subrogation against the Releasees. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I consent and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.

**Jurisdiction and Venue:** It is my express intent that this Agreement and all associated claims and/or causes of action shall be governed by the laws of the State of Texas with venue in McLennan County, Texas.

**Severability:** I expressly agree that this Agreement is intended to comply with and no voidable as permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Entire Agreement:** I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written release, discharge, agreement, contract, obligation or representations by Baylor University. No amendment to or modification of this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor University. I acknowledge.

**Acknowledgment of Understanding:** I have read this Agreement in its entirety and have had the opportunity to ask questions about the same. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere receipt.

**HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENTS**

**By: [Signature]**

**04/03/2015**

**Signature/Name Signature**

**Date**

**Signature/Name Signature**

**Date**

By entering my Baylor ID in the box, I indicate my understanding of the information shown and provided on this form, and it is my intent to be signing the record. I certify that my answers are complete and correct and that any fraudulent information may make me ineligible for intercollegiate athletic competition and/or athletically related financial aid at Baylor University. I understand that Baylor University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

#### State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Baylor ID:

092001171



## Step 1 - Athletic, Compliance, Sports Medicine and Sy

### Baylor Athletics Healthscreen

#### 2019-2020 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS NATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SERIOUS INJURIES, INCLUDING BUT NOT LIMITED TO: FRACTURE OF BONE, LIGAMENT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and warnings do not guarantee that I will not be injured. I understand that participants can and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities for which I have not been trained, or for which I do not feel qualified to perform.

Furthermore, if I am currently taking dietary supplements, performance-enhancing drugs, prescription medicine, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart attack, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other students or persons.

Fully understanding all of this, I am voluntarily choosing to participate in intercollegiate Athletics at Baylor University, in consideration for being permitted to participate in Baylor University intercollegiate Athletics. For myself and my respective heirs, personal representatives, and assigns, I agree as follows:

#### Assumption of Risk

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers; that I am qualified, in good health, and in proper physical condition to participate therein; and hence of my own free will and without participating with or except as expressly set forth herein, knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and of other risks and dangers that could arise out of, or occur during, my participation in Baylor University intercollegiate Athletics.

#### Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and/or property loss that may be sustained by me while participating in athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable, and my respective personal and representatives, and assigns, promise not to sue or proceed in any manner, in equity or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to seek relief or redress in any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class action suit, representative suit, multiple plaintiff or similar proceeding arising out of my participation in Baylor University intercollegiate Athletics.

(continued)

#### Indemnification and Hold Harmless

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS for any and all liability for all claims, actions, suits, proceedings, damages, demands, costs, and fees, including but not limited to, attorney's fees, among them, or in any way related to, any personal injury, death, injury resulting in death, property damage and/or other loss suffered by me in connection with my participation in Baylor University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. I HEREBY COVENANT AND HOLD THE RELEASEES WHOLLY AND ENTIRELY HARMLESS FROM AND PROTECT BY THE COVENANT AND HOLD HARMLESS AGREEMENT OF THE RELEASEES. Furthermore,

Notwithstanding, I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that, if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have read and understand the Assumption of Risk, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere receipt.

\* Eva Michelli

2414

2014

### State Law Requirement

Bayer Co.

81255471



## Step 1 - Athletic, Compliance, Sports Medicine and Sy

### Baylor Athletics Healthform

#### 2020-2021 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS NATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SERIOUS INJURIES, INCLUDING BUT NOT LIMITED TO: FRACTURE OF BONES, JOINT, OR JOINT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and warnings do not guarantee that I will not be injured. I understand that participants can and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities for which I have not been trained, or for which I do not feel qualified to perform.

Furthermore, if I am currently taking dietary supplements, performance-enhancing drugs, prescription medicine, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart attack, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other athletes or persons.

Fully understanding all of this, I am voluntarily choosing to participate in intercollegiate Athletics at Baylor University, in consideration for being permitted to participate in Baylor University intercollegiate Athletics. For myself and my respective heirs, personal representatives, and assigns, I agree as follows:

#### Assumption of Risk

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers; that I am qualified, in good health, and in proper physical condition to participate therein; and I waive all necessary, known or unknown, to participants, whether or not expressly set forth herein, knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in Baylor University intercollegiate Athletics.

#### Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and/or property loss that may be sustained by me while participating in athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable, and my respective independent representatives, and assigns, promise not to sue or proceed in any manner, in equity or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to seek relief or redress in any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any representative class action suit, representative multiple plaintiff lawsuit, proceeding arising out of my participation in Baylor University intercollegiate Athletics.

(continued)

#### Indemnification and Hold Harmless

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS for any and all liability for all claims, actions, suits, proceedings, damages, demands, costs, and fees, including but not limited to, attorney's fees, among them, or in any way related to, any personal injury, even injury resulting in death, property damage and/or other loss suffered by me in connection with my participation in Baylor University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. I HEREBY COVENANT AND HOLD THE RELEASEES WHOLLY AND ENTIRELY HARMLESS FROM AND PROTECT BY THE ADVISORY NEGLIGENCE AND STRICT LIABILITY OF THE RELEASEES. Furthermore, I



insured or insureds shall not be liable for any damages, including attorney's fees, costs, and disbursements, which may be awarded against the Released Party in any lawsuit or action against the Released Party for any loss or damage (whether or not required by the policy or policies of insurance) which is caused by or results from the negligence, active or passive, of the Released Party, its agents, employees, or subcontractors, or any combination thereof, in connection with the performance of the Released Party's obligations under the Agreement, regardless of cause or origin and covenants that no insured shall hold any right of subrogation against the Released Party. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policy, then I consent and agree to fully indemnify and hold harmless and to secure from such insurer and appropriate endorsement to respective insurance policy with respect to such waiver.

**Jurisdiction and Venue.** It is my agreement that this Agreement and all associated claims and / or causes of action shall be governed by the laws of the State of Texas with venue in McLennan County, Texas.

**Severability.** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Entire Agreement.** I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings, agreements, contracts, obligations or representations by Baylor University. The entire intent or consideration of this Agreement shall be effect as set forth reduced to writing, signed by me, and delivered to Baylor Athletics Healthcare.

**Assumption of Risk / Hold Harmless.** I have read this Agreement in its entirety and have been given the opportunity to ask questions about the same. I fully understand this Assumption of Risk, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere receipt.

**HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENTS.**

\* Eva Mitchell

Student-Athlete Signature

Date

\* Brent O'Carroll Signature

Date

By entering my Baylor ID in the box, I indicate my understanding of the information shown and provided on this form, and it is my intent to be signing the record. I certify that my answers are complete and correct and that any fraudulent information may make me ineligible for intercollegiate athletic competition and/or athletically related financial aid at Baylor University. I understand that Baylor University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

#### State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Baylor ID:

892554471